**Evan Tomek**
Senior Advisor
Regulatory Applications - LTC
Regulatory Affairs

Tel: (226) 229-9598
Evan.tomek@enbridge.com
EGIRegulatoryProceedings@enbridge.com

**Enbridge Gas Inc.**
3840 Rhodes Drive
P.O. Box 700
Windsor, ON N9A 6N7
Canada

August 14, 2026

Mr. Ritchie Murray
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Mr. Murray:

**Re: Enbridge Gas Inc.**
**Application for Approval of Franchise Agreement**
**Haldimand County**

Attached is an application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with Haldimand County. An agreement has been reached between Enbridge Gas Inc. and Haldimand County with regards to the terms and conditions of the proposed Franchise Agreement.

In accordance with the OEB's *Practice Direction on Confidential Filings,* Enbridge Gas has redacted confidential information from the following schedules. Details of the specific information and reasons for confidential treatment are set out below:

| Schedule | Description of Document | Confidential Information Location | Brief Description | Basis for Confidentiality |
|---|---|---|---|---|
| B | Signed by-law and franchise agreement. | pp. 1, 2, and 12 | Personal Signatures | The redactions relate to signatures of municipal officials and former Union Gas Limited employees. Enbridge Gas is requesting confidential treatment of these signatures to prevent potential unauthorized use of them in the future. |
| E | Signed council resolution. | p. 1 | | |
| F | Signed by-law. | p. 2 | | |

Should you have any questions on this application, please do not hesitate to contact me. I look forward to the receipt of your instructions.

Yours truly,

*Evan Tomek*

Evan Tomek
Senior Advisor, Regulatory Applications – Leave to Construct
evan.tomek@enbridge.com
(226) 229-9598

Encl.

**ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the *Municipal Franchises Act*, R.S.O. 1990, c.M.55, as amended;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order approving the terms and conditions upon which, and the period for which, the Corporation of Haldimand County is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works within Haldimand County.

## APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.

2. The Corporation of Haldimand County (Municipality) is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Municipality and a customer density representation of Enbridge Gas's service area. Enbridge Gas currently serves approximately 17,100 customers in the Municipality. Enbridge Gas and its predecessors have been providing gas distribution services within Haldimand County since approximately 1904.

3. Haldimand County is a single-tier municipality on the Niagara Peninsula and adjacent to Norfolk County, the County of Brant, the City of Hamilton, the townships of West Lincoln and Wainfleet, and Six Nations of the Grand River. In 1974, Haldimand was incorporated as a town by the amalgamation of the villages of Cayuga, Hagersville and Caledonia, and the townships of Oneida, Seneca, North Cayuga, South Cayuga and parts of Rainham and Walpole. On January 1, 2001, the former Town of Dunville, the former Town of Haldimand and the easterly half of the former City of Nanticoke were amalgamated to form the Town of Haldimand. On January 15, 2001, the name of the Municipality was changed to Haldimand County by Municipal By-law.

4. Enbridge Gas has an existing franchise agreement with Haldimand County (EB-2006-0274) effective February 12, 2007 and an associated By-law 754/06 which are attached as Schedule "B".

5. Enbridge Gas has a Certificate of Public Convenience and Necessity for Haldimand County (EB-2006-0275) dated January 15, 2007, which is attached as Schedule "C". Enbridge Gas is not aware of any changes to the municipal boundaries of Haldimand County since the Certificate of Public Convenience and Necessity was issued.

6. On April 7, 2026, Enbridge Gas sent an email to initiate discussions with Haldimand County to commence the process to renew a 20-year franchise agreement using the approved Model Franchise Agreement (see Schedule “D”). This email was sent 10 months in advance of the February 12, 2027 expiry of the current franchise agreement between Haldimand County and the former Union Gas Limited. Enbridge Gas believes that this notification satisfied the conditions within paragraph 4(c) of the Model Franchise Agreement to extend the current terms and conditions until a new franchise agreement is executed.

7. At that time, Enbridge Gas informed Haldimand County that the current Model Franchise Agreement was to be used as the model for such renewals. Enbridge Gas provided Haldimand County with a draft bylaw, a draft resolution and the Model Franchise Agreement to be used for the renewal process. Haldimand County was also provided with a copy of the Gas Franchise Handbook as an explanatory supplement to the Model Franchise Agreement.

8. Discussions continued between Enbridge Gas and Haldimand County in an attempt to come to an agreement with respect to the use of the Model Franchise Agreement.

9. On June 22, 2026, the Council of the Municipality gave approval to the form of a franchise agreement in favour of Enbridge Gas and authorized Enbridge Gas to apply to the Ontario Energy Board for approval of the terms and conditions upon which and the period for which the franchise agreement is proposed to be granted.

10. Attached hereto as Schedule "E" is a copy of the Resolution passed by the Council of the Municipality approving the form of the draft by-law and franchise agreement and authorizing this submission to the Ontario Energy Board.

11. Attached hereto as Schedule “F” is a copy of By-law 2702-26 and the proposed franchise agreement. Haldimand County has provided first and second readings of its by-law.

12. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for Norfolk County, the County of Brant, the City of Hamilton, the Township of West Lincoln and the Township of Wainfleet which are immediately adjacent to the Municipality. Enbridge Gas is not aware of any other natural gas distributor in the area.

13. The proposed franchise agreement is in the form of the 2000 Model Franchise Agreement with no amendments and is for a term of twenty (20) years.

14. The contact information of the Municipality is as follows:

    Haldimand County
    53 Thorburn Street South
    Cayuga, ON N0A 1E0
    Attention: Chad Curtis, Municipal Clerk

Telephone: (905) 318-5932
Email: ccurtis@haldimandcounty.on.ca

The contact information for Enbridge Gas's regional operations office is as follows:

Enbridge Gas Inc.
101 Honda Boulevard
Markham, ON L6C 0M6
Attention: David Edwards, Director, Distribution Operations
Email: david.edwards@enbridge.com

15. Should the Ontario Energy Board determine that a Notice of Hearing is required, Enbridge Gas believes that publishing the Notice of Hearing related to this application in a local newspaper, on the OEB web site, on Enbridge Gas's web site and on the municipality's web site will provide a broad awareness of this application. The newspaper having the highest circulation in Haldimand County is the *Haldimand Press*.

16. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to Section 9(3) of the *Municipal Franchises Act* approving the terms and conditions upon which, and the period for which, Haldimand County is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works within Haldimand County.

**DATED** at the City of Windsor, in the Province of Ontario this 14th day of August, 2026.

**ENBRIDGE GAS INC.**

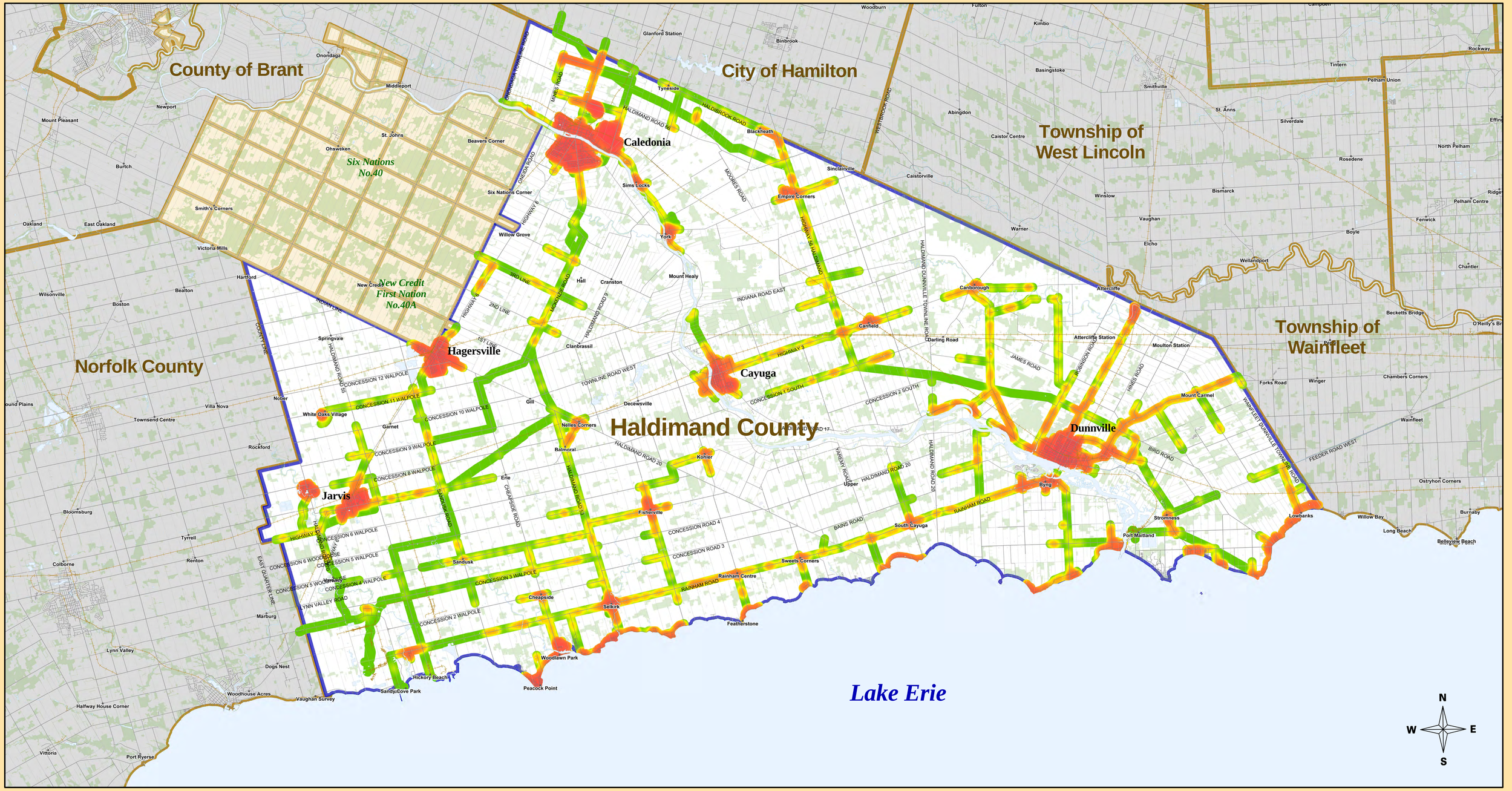
Evan Tomek

Evan Tomek
Senior Advisor, Regulatory Applications –
Leave to Construct

Comments respecting this Application should be directed to:

Evan Tomek
Senior Advisor, Regulatory Applications – Leave to Construct
Enbridge Gas Inc.
3840 Rhodes Drive
P.O. Box 700
Windsor, ON N9A 6N7
evan.tomek@enbridge.com
Telephone: (226) 229-9598

Schedule A




## Legend

- Enbridge Gas Pipeline Coverage Area
- Haldimand County
- Roads
- Railways
- Municipal and Township Boundaries
- Indigenous Land
- Wooded Areas

Customer Density

Low — High

# Haldimand County

0 3 6 9 12 15

Kilometers

**Disclaimer:**
**The map is provided with no warranty express or Implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation**

ENBRIDGE®




MA3832 CD

# THE CORPORATION OF HALDIMAND COUNTY

**By-law No. 754/06**

**Being a by-law to authorize a Franchise Agreement between The Corporation of Haldimand County and Union Gas Limited**

**WHEREAS** the Council of The Corporation of Haldimand County deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 15th day of January, 2007 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this by-Law is not necessary;

**NOW THEREFORE, the Council of The Corporation of Haldimand County enacts as follows:**

1. **THAT** the Franchise Agreement between The Corporation of Haldimand County and Union Gas Limited, attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.

2. **THAT** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of The Corporation of Haldimand County to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this by-Law.

3. **THAT** the following by-laws be and the same are hereby repealed:

   By-law #925-91 for the former Corporation of the Town of Haldimand, passed in Council on the 23rd day of September, 1991;

   By-law #30-90 for the former Corporation of the Town of Dunnville, passed in Council on the 3rd day of September, 1991;

   By-law #139-90 for the former City of Nanticoke, passed in Council on the 3rd day of September, 1991;

4. **AND THAT** this by-law shall come into force and take effect as of the final passing thereof.

READ a first and second time this 16th day of October, 2006.

Provisionally adopted this 16th day of October, 2006.

*[Original Signed By Marie Trainer]*

MAYOR

*[Original Signed By Janis Lankester]*

CLERK

READ a third time and finally passed this 12th day of February, 2007.

I, Grant Bivol, Deputy Clerk of Haldimand County, do hereby certify this to be a true copy of By-law 754/06 passed in Council this 12th day of February

Deputy Clerk

*[Original Signed By Marie Trainer]*

MAYOR

*[Original Signed By Janis Lankester]*

CLERK

# 2000 Model Franchise Agreement

THIS AGREEMENT effective this 12th day of February, 2007

BETWEEN:

**THE CORPORATION OF HALDIMAND COUNTY**

hereinafter called the "Corporation"

- and -

**LIMITED**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

## Part I - Definitions

1. **In this Agreement**

   (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;

(b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

(c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

(d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

(e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;

(f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;

(g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;

(h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and

(i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## Part II - Rights Granted

2. **To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. **To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. **Duration of Agreement and Renewal Procedures**

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

## Part III – Conditions

5. **Approval of Construction**

(a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

(b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.

(c) The Plan filed by the Gas Company shall include geodetic information for a particular location:

(i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or

(ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.

(d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.

(e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.

(f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

(g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.

(h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

(i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.

(j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. **As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. **Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. **Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. **Insurance**

(a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.

(b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

(c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. **Pipeline Relocation**

(a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

(b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.

(c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

(i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

(ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,

(iii) the amount paid by the Gas Company to contractors for work related to the project,

(iv) the cost to the Gas Company for materials used in connection with the project, and

(v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

(d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

## Part IV - Procedural And Other Matters

### 13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

### 14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

### 15. Disposition of Gas System

(a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.

(b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any

loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. **Use of Decommissioned Gas System**

(a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:

(i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and

(ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.

(b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided

(i) the third party has entered into a municipal access agreement with the Corporation; and

(ii) the Gas Company does not charge a fee for the third party's right of access to the highways.

(c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. **Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. **Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

19. **Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF HALDIMAND COUNTY**

Per: *[Original Signed By Marie Trainer]*

Marie Trainer, Mayor

Per: *[Original Signed By Janis Lankester]*

Janis Lankester, Clerk

**UNION GAS LIMITED**

Per: *[Original Signed By Rick Birmingham]*

Christine Jackson, Assistant Secretary
Michael R. Birmingham, Vice President

Per: *[Original Signed By Curt Bernardi]*

**Curt D. Bernardi**
**Assistant Secretary**

Schedule C

**EB-2006-0275**

# Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

**Union Gas Limited**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to

**Haldimand County**

This certificate replaces the certificates of the former municipalities that are now within Haldimand County.

**DATED** at Toronto, January 15, 2007

ONTARIO ENERGY BOARD

*Original signed by*

Mark C. Garner
Managing Director, Market Operations

**Attachments:**

2026 02 24 - Updated Guidelines to Municipalities.docx
Draft Resolution - Haldimand County.docx
Draft Bylaw - Haldimand County.docx
Model Franchise Agreement - Haldimand County (Lower-Tier EGI North).pdf
Bylaw and Franchise Agreement - Haldimand County (February 12, 2007).pdf
EB-2006-0275 - Haldimand County CPCN (January 15, 2007).pdf
Gas Franchise Handbook (May 2002).pdf
MA3832 - Haldimand County Customer Density.pdf

---

**From:** Julie Alexander
**Sent:** Tuesday, April 7, 2026 9:45 AM
**To:** Shelley Ann Bentley <sbentley@haldimandcounty.on.ca>; mdilullo@haldimand.on.ca
**Cc:** Kendle Columbus <kmcolumbus@haldimandcounty.on.ca>; Julie Alexander <Julie.Alexander@enbridge.com>
**Subject:** Franchise Agreement Renewal – Haldimand County

Good morning Mayor Bentley and Michael,

I hope you both enjoyed the long weekend we just had. Please find information below pertaining to the renewal of the Franchise Agreement.

I would like to schedule a meeting in the next few weeks to provide an overview of this material and process. I have the following dates/times available if any of these work with your schedules:

Tuesday April 14 – anytime
Monday April 20 – anytime
Thursday April 23 – anytime
Monday April 27 - anytime

Thank you,
Julie

---

---

On February 12, 2027, the current franchise agreement between Haldimand County and the former Union Gas Limited will expire. Based on the most recent customer count report, we currently provide service to approximately 16,900 customers within Haldimand County. We have been providing gas distribution services within Haldimand County since approximately 1904.

Provincial legislation requires a franchise agreement between the municipal corporation and the gas company serving that municipality. The Ontario Energy Board has directed

that the current 2000 Model Franchise Agreement be used as the model for such agreements.

As a result, Enbridge Gas and Haldimand County need to commence the process to renew a 20-year franchise agreement using the approved model.

To assist you in this matter, I am attaching the following documents for discussions with Haldimand County:

1. Franchise Agreement Renewal Documents:

- Guidelines to Municipalities Respecting the Renewal of Franchise Agreements
- Draft Resolution of the municipality
- Draft By-Law of the municipality
- 2000 Model Franchise Agreement with Enbridge Gas Inc.

2. Historical Background:

- a copy of the current By-Law #754 / 06 (passed on February 12, 2007) and the current Franchise Agreement effective February 12, 2007
- a copy of the Certificate of Public Convenience and Necessity that Enbridge Gas holds for Haldimand County (EB-2006-0275)

3. Reference Documents:

- a copy of the Gas Franchise Handbook (an explanatory supplement to the 2000 Model Franchise Agreement)
- customer density map for areas served within Haldimand County

This entire process to get a franchise agreement approved by the Ontario Energy Board and then fully executed can be quite lengthy and may take up to eight months.

Please review the *Guidelines to Municipalities Respecting the Renewal of Franchise Agreements* and arrange to have a Resolution passed by Council in a timely manner so that the regulatory approval process can commence.

Thank you,
Julie

Haldimand County

Central Administration Building
53 Thorburn St. S.
Cayuga, ON N0A 1E0
www.HaldimandCounty.ca

**Haldimand County Resolution**

Council Meeting Date: June 22, 2026

Resolution Number: 91-26

Moved by: Councillor O'Neill
Seconded By :Councillor Adams

1. THAT Report ENG-11-2026 Renewal of Franchise Agreement – Enbridge Gas Inc. be received;
2. AND THAT Council approve the attached draft Resolution and Franchise Agreement and authorize their submission to the Ontario Energy Board pursuant to the provisions of the Municipal Franchises Act;
3. AND THAT the draft by-law attached to Report ENG-11-2026 to authorize the Franchise Agreement be given first and second reading only at a future Council meeting;
4. AND THAT final (third) reading of the by-law be deferred pending receipt of a Decision and Order from the Ontario Energy Board;
5. AND THAT pending approval from the Ontario Energy Board, the by-law attached to Report ENG-11-2026 be given a third and final reading and be approved at a future Council meeting.

[redacted]
Mayor Shelley Ann Bentley

[redacted]
Chad Curtis, Municipal Clerk

[redacted]
SANDRA TRIMBLE, DEPUTY CLERK
HALDIMAND COUNTY
DATE: 2026/07/02

**Reference: ENG-11-2026**

# THE CORPORATION OF HALDIMAND COUNTY

By-law Number 2702/26

## Being a by-law to authorize a Franchise Agreement between The Corporation of Haldimand County and Enbridge Gas Inc.

**WHEREAS** the Council of the Corporation of Haldimand County deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the day of , 2026 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary;

**NOW THEREFORE, the Council of The Corporation of Haldimand County enacts as follows:**

1. **THAT** the Franchise Agreement between the Corporation of Haldimand County and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.

2. **THAT** the Mayor and Municipal Clerk be and they are hereby authorized and instructed on behalf of the Corporation of Haldimand County to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.

3. **THAT** Haldimand County By-law Number 754 / 06 for the Corporation of Haldimand County, passed in Council on the 12th day of February, 2007, be hereby repealed.

4. **AND THAT** this by-law shall come into force and take effect as of the final passing thereof .

READ a first and second time this 22nd day of June, 2026.

READ a third time and finally passed this _____ day of Month, Year.

[redacted]
MAYOR

[redacted]
CLERK

[redacted]
SANDRA TRIMBLE, DEPUTY CLERK
HALDIMAND COUNTY
DATE: 2026/06/29

# 2000 Model Franchise Agreement

THIS AGREEMENT effective this day of ,

BETWEEN:

**THE CORPORATION OF HALDIMAND COUNTY**

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE, the Corporation and the Gas Company agree as follows:

## Part I - Definitions

1. **In this Agreement**

(a) “decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;

(b) “Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

(c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

(d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

(e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;

(f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;

(g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;

(h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and

(i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## Part II - Rights Granted

2. **To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. **To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. **Duration of Agreement and Renewal Procedures**

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

## Part III – Conditions

5. **Approval of Construction**

(a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

(b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.

(c) The Plan filed by the Gas Company shall include geodetic information for a particular location:

(i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or

(ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.

(d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.

(e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.

(f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

(g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.

(h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

(i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.

(j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. **As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. **Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. **Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. **Insurance**

(a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.

(b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

(c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. **Pipeline Relocation**

(a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

(b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.

(c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

(i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

(ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,

(iii) the amount paid by the Gas Company to contractors for work related to the project,

(iv) the cost to the Gas Company for materials used in connection with the project, and

(v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

(d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

## Part IV - Procedural And Other Matters

### 13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

### 14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

### 15. Disposition of Gas System

(a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.

(b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has

not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. **Use of Decommissioned Gas System**

(a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:

(i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and

(ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.

(b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided

(i) the third party has entered into a municipal access agreement with the Corporation; and

(ii) the Gas Company does not charge a fee for the third party's right of access to the highways.

(c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. **Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF HALDIMAND COUNTY**

Per: _____
Shelley Ann Bentley, Mayor

Per: _____
Chad Curtis, Municipal Clerk

**ENBRIDGE GAS INC.**

Per: _____
Elena Chang, Director, Regulatory Affairs

Per: _____
David Edwards, Director, Distribution Operations